

**ADDENDUM# 1**  
**MIRACLE BASEBALL FIELD AT UCONN CAMPUS**

**Bid # 6213F**

**July 8, 2011**

**Dear Vendors:**

**The Contract Bidding Documents pursuant to Bid # 6213F are hereby revised as follows:**

- 1. Alternates have been added to this project. Please review attached drawing E-1 Electrical Site Plan and Details as well as the Revised Bid Forms.**

**Note: If contractors are unable to print 24 x 36, extra copies are available in the Purchasing Office.**

Thank you for your patience, time and consideration.

Sincerely,



Tammy Bradley, CPM, C.P.P.B.  
Sr. Buyer

Attachments

C: Jim Capodiece, Director of Leisure Services  
Joe Mercieri, Capitol Projects Manager  
Glen Martin/Phil Barlow, TO Design Architects



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET  
TOWN OF WEST HARTFORD, CT 06107-2431  
(860) 561-7470 FAX: 561-7492



Printed on Recycled Paper

Bid of \_\_\_\_\_, BIDDER,  
(Name of Bidder)

FOR **"MIRACLE BASEBALL FIELD WEST HARTFORD UCONN CAMPUS BID#6213F"** FOR  
THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford  
Chris Johnson, Purchasing Agent  
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **"MIRACLE BASEBALL FIELD WEST HARTFORD UCONN CAMPUS BID#6213F"** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. **BASE BID NO. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for “**MIRACLE BASEBALL FIELD WEST HARTFORD UCONN CAMPUS BID#6213F**” for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
2. **ALTERNATE NO. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for Bleachers for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
3. **ALTERNATE NO. 2** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for Tree Plantings for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
4. **ALTERNATE NO. 3** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for Bituminous Concrete Pavement for Future Play Scape for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
5. **ALTERNATE NO. 4** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for the Scoreboard and GFI Receptacle for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
6. **ALTERNATE NO. 5** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for Wiring for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

UNIT COSTS (for add or deduct)

Excavation/disposal and gravel placement	CY	+	-	\$ _____
Rock Excavation	CY	+	-	\$ _____
Bituminous Concrete pavement and base	SY	+	-	\$ _____
4' height chain link fencing	LF	+	-	\$ _____
Underdrainage	LF	+	-	\$ _____

## CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion providing a mutual agreed upon schedule based on contractors best proposed schedule.

## BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_. The Principal officers of said Corporation, with their titles and addresses, are as follows:

---

---

---

---

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank)	(Address of Bank)	(Amount of Check)
----------------	-------------------	-------------------

C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.

- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Article 11 of the Supplementary General Conditions or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing. (See page #00204- 7 )
- E. Contract award will be by AIA Agreement Form 101. A copy of the AIA Form 101 is included for the Bidder's information. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

1. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

1. Bodily injury, sickness, disease, or death; and/or
2. Damage to or destruction of property, real or personal; and/or
3. Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

2. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education, and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, West Hartford Board of Education, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

K. Substantial completion must be achieved by **TBD** and final completion must be achieved by **TBD**. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

\_\_\_\_\_  
COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

\_\_\_\_\_  
SIGNATURE BY DULY AUTHORIZED  
(SEAL)

\_\_\_\_\_  
PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to [www.west-hartford.com/e-proc/](http://www.west-hartford.com/e-proc/) and select register. Only registered vendors can be awarded the contract.

00204-7

TO: Town of West Hartford  
Chris Johnson  
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Johnson:

In accordance with page 00204-3, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 11 of the Supplementary General Conditions.

---

Signature  
Authorized Agent or Broker



